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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GO HOME, LTD., as Assignee of GARDEN
IMPORTS, INC.,

Civil Action No.:

Plaintiff(s),
-against-

COMPLAINT

EVERGREEN MARINE CORP., LTD.,

Defendant(s).

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Plaintiff, GO HOME, LTD., as Assignee of GARDEN IMPORTS, INC., by their attorneys, PIKEN & PIKEN, set forth and allege as follows:

THE PARTIES

1. Plaintiff, GO HOME, LTD., as Assignee of GARDEN IMPORTS, INC., (hereinafter "GO HOME"), for all times relevant herein, is a corporation duly formed and existing under and by virtue of the laws of the State of New York with its principal place of business at located Flushing, New York.
2. Upon information and belief, Defendant, EVERGREEN MARINE CORP., LTD., is a corporation duly formed and existing under and by virtue of the laws of Taiwan, China, and whose principal place of business is located at One Evergreen Plaza, Jersey City, New Jersey 07302.

3. This action is brought for breach of contract and for transportation services rendered by an intermodal supply chain.

JURISDICTIONAL STATEMENT

4. This court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1332 and 28 U.S.C. § 1338 as there is complete diversity existing among the parties. The amount in controversy exceeds \$75,000.
5. Venue is proper pursuant to 28 U.S.C. §§ 1391 (b) and (c) in that this is the district in which a substantial portion of the events giving rise to the claim herein occurred and in which the Defendant may be found.

THE FACTS

6. The Defendant did undertake transportation of certain goods from Indonesia to Atlanta, Georgia.
7. The Defendant did accept receipt of the goods pursuant to an Agreement and contract. A copy of the contract is attached hereto and made a part hereof and labeled as **Exhibit A.**
8. Plaintiff has fully complied with the agreement and did prepare the goods for shipment and, upon information and belief, Defendant negligently maintained its equipment, allowing Plaintiff's goods to be damaged.
9. As a consequence of Defendant's actions in failing to meet its obligations pursuant to the Agreement by and between the parties, the Plaintiff has been so damaged.

COUNT ONE

Breach of Contract

10. Plaintiff repeats and reiterates the allegations set forth in Paragraphs "1" through "9".

11. The Plaintiff, GO HOME, LTD., has been damaged as result of Defendant's breach of contract in the performance of certain work, labor and services. Plaintiff has been damaged in the sum of Seventy Five Thousand Dollars (\$75,000) and herewith demands judgment thereon with interest from June 19, 2017, together with the costs and disbursements of this action and for such other and further relief as to this court may seem just and proper.

WHEREFORE, Plaintiff demands judgment against the Defendant in the sum of Seventy Five Thousand Dollars (\$75,000), with interest thereon from June 19, 2017, plus costs and disbursements, and if the Court deems same appropriate, reasonable legal fees.

Dated: January 30, 2018
New York, New York

Yours, etc.


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